

AG-CO Cupola 10 Year Limited Warranty

All cupolas sold by AG-CO are warranted by AG-CO to the Consumer, as described below, for 10 years from the date of purchase. "Consumer" means the first consumer purchaser of any AG-CO cupola, whether from AG-CO or from one of its retailers. The cupolas are warranted to be free of defects (such as, but not limited to, rotting, warping, splitting, cracking and having a finish surface which does not conform to commercially reasonable standards) that would render those cupolas unserviceable or unfit for the ordinary purposes for which cupolas of that kind are used. If at the time a cupola shipment is received and any cupola is found to have a defect that can be reasonably discovered by inspection of the cupola, the Consumer must, prior to installation and within 30 days of the date shipment is received, send written notice of the discovered defects to AG-CO, 701 W. State Street, St. Johns, Michigan 48879 or orders@ag-co.com. If, **during the warranty period**, a defect is discovered or occurs after a cupola is installed, written notice of the defect and proof of purchase must be sent by the Consumer to AG-CO within 30 days of discovery of the defect. AG-CO's liability under this Limited Warranty shall be limited to, at AG-CO's option, (a) repair or replace the defective cupola; or (b) refund the purchase price of the cupola to the consumer. The Consumer is responsible for shipping costs other than shipping error caused by AG-CO or replacement of defective items. AG-CO shall not be responsible for labor costs to remove the defective cupola or to re-install the replacement cupola (if AG-CO elects to replace the cupola).

AG-CO's election to repair or replace the cupola shall be communicated in writing to Consumer. AG-CO will not elect to refund the purchase price unless:

- A. It is reasonably unable to provide a replacement, or
- B. Repair of the cupola is not reasonably practicable or cannot be timely made (AG-CO shall determine the reasonableness of replacement or repair).

The 10 year limited warranty does not apply to any condition arising from the Consumer's neglect or abuse of the cupola or any cupola parts.

NOTWITHSTANDING ANY OTHER PROVISIONS IN THIS 10 YEAR LIMITED WARRANTY, AG-CO EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALSO DISCLAIMS AND EXCLUDES ALL LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR ANY OTHER SPECIAL DAMAGES OF BUYER OR CONSUMER, INCLUDING LOST PROFITS OR PERSONAL INJURY, FOR BREACH OF WARRANTY OR OF CONTRACT OR OTHERWISE. (THIS WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY OF BUYER OR CONSUMER AGAINST AG-CO AND IS GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN WHICH SHALL BE THE EXCLUSIVE JURISDICTION FOR ALL CLAIMS MADE AGAINST AG-CO).